

| ORDER FOR SUPPLIES OR SERVICES | | | | | | | | | | PAGE 1 OF 11 | |
|--|--|--|----------------------------|--|---|--|---|---|--|---|------------|
| 1. CONTRACT PURCH ORDER/AGREEMENT NO. DAAE20-03-P-0365 | | | 2. DELIVERY ORDER/CALL NO. | | 3. DATE OF ORDER/CALL (YYYYMMDD) 2003MAY16 | | 4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE | | 5. PRIORITY DOA5 | | |
| 6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CFA-C NANCY OAKES (309)782-7168 ROCK ISLAND IL 61299-7630 EMAIL: OAKESN@RIA.ARMY.MIL | | | CODE W52H09 | | 7. ADMINISTERED BY (If other than 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60005-2451 | | | CODE S1403A | | 8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other) | |
| 9. CONTRACTOR SEILER INSTRUMENT AND MFG CO INC 170 E KIRKHAM AVE ST LOUIS MO 63119-1766 | | | CODE 11934 | | FACILITY | | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE | | 11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED | | |
| NAME AND ADDRESS | | | 11934 | | C NONE HQ0339 | | 12. DISCOUNT TERMS NET 30 DAYS | | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15 | | |
| 14. SHIP TO SEE SCHEDULE | | | CODE | | 15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381 | | | CODE HQ0339 | | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2 | |
| 16. TYPE OF ORDER DELIVERY/CALL PURCHASE X THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. | | | | | | | | | | | |
| NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMDD) <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: | | | | | | | | | | | |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE | | | | | | | | | | | |
| 18. ITEM NO. | | 19. SCHEDULE OF SUPPLIES/SERVICE | | | | 20. QUANTITY ORDERED/ACCEPTED* | | 21. UNIT | 22. UNIT PRICE | | 23. AMOUNT |
| | | SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Service Contracts | | | | | | | | | |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | | | | | 24. UNITED STATES OF AMERICA VICKI AHLGRIM /SIGNED/ AHLGRIMV@RIA.ARMY.MIL (309) 782-3220 BY: CONTRACTING/ORDERING OFFICER | | | | | 25. TOTAL \$11,200.00 | |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED | | | | | | | | | | | |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | c. DATE (YYYYMMDD) | | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | 28. SHIP. NO. | | 29. D.O. VOUCHER NO. | | 30. INITIALS | |
| f. TELEPHONE NUMBER | | g. E-MAIL ADDRESS | | | | 31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 32. PAID BY | | 33. AMOUNT VERIFIED CORRECT FOR | |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. | | | | | | 31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 34. CHECK NUMBER | | 35. BILL OF LADING NO. | |
| a. DATE (YYYYMMDD) | | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | 37. RECEIVED AT | | 38. RECEIVED BY (Print) | | 39. DATE RECEIVED (YYYYMMDD) | |
| | | | | | | 40. TOTAL CONTAINERS | | 41. S/R ACCOUNT NUMBER | | 42. S/R VOUCHER NO. | |

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0365 MOD/AMD | Page 2 of 11 |
| Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC | | |

SUPPLEMENTAL INFORMATION

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|--|--|-------------|
| 1 HQ, DA | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993 |
| (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available. | | |
| (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case. | | |
| (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so. | | |
| (AA7020) | | |
| 2 52.201-4501 | NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI | APR/2002 |
| a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors. | | |
| b. If you think that this solicitation: | | |
| 1. has inappropriate requirements; or | | |
| 2. needs streamlining; or | | |
| 3. should be changed | | |
| you should first contact the buyer or the Procurement Contracting Officer (PCO). | | |
| c. The buyer's name, phone number and address are on the cover page of this solicitation. | | |
| d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are: | | |
| U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224 Electronic Mail Address: ombudsman@ria.army.mil | | |
| e. If you contact the Ombudsman, please provide him with the following information: | | |
| (1) TACOM-RI solicitation number; | | |
| (2) Name of PCO; | | |
| (3) Problem description; | | |
| (4) Summary of your discussions with the buyer/PCO. | | |
| (End of clause) | | |

| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0365 MOD/AMD | Page 3 of 11 |
|---|--|--------------|
| Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC | | |

3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

5 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

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|--|--|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0365 MOD/AMD | Page 4 of 11 |
| Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC | | |

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)
 The purpose of this order is to purchase the repair of 16 each Elbow Telescopes, PN 11741201 in accordance with the attached scope of work. The price for repair of these elbow telescopes is \$700.00 FOB Destination for a total amount of \$11,200.00.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------------|
| | SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 0001 | SECURITY CLASS: Unclassified | | | | |
| 0001AA | SERVICES LINE ITEM | 16 | EA | | \$ 11,200.00 |
| | NOUN: ELBOW ASSY F/M137 PAN TELE PRON: M13PC005M1 PRON AMD: 01 ACRN: AA AMS CD: 060015GGPB | | | | |
| | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 16 30-SEP-2003 | | | | |
| | \$ 11,200.00 | | | | |

| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0365 MOD/AMD | Page 6 of 11 |
|---|--|--------------|
| Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC | | |

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

6

52.210-4501

DRAWINGS/SPECIFICATION

MAR/1988

TACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL with revisions in effect as of (except as follows):

SEE ATTACHED SCOPE OF WORK (ATTACHMENT 001)

(CS6100)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>
or
www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

7

52.246-15

CERTIFICATE OF CONFORMANCE

APR/1984

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>
or
www.acq.osd.mil/dp/dars

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(FA7001)

8

52.247-48

F.O.B. DESTINATION - EVIDENCE OF SHIPMENT

FEB/1999

9

52.247-4531

COGNIZANT TRANSPORTATION OFFICER

MAY/1993

TACOM-RI

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

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| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0365 MOD/AMD | Page 7 of 11 |
| Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC | | |

- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.
- (End of Clause)

(FS7240)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 8 of 11

PIIN/SIIN DAAE20-03-P-0365**MOD/AMD**

Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC

CONTRACT ADMINISTRATION DATA

| LINE | PRON/ | OBLG | | | | | | | JOB | | |
|--------|------------|------|------|---------------------------|-----------|----|------|--------|------------|-----------|-----------|
| ITEM | AMS CD | ACRN | STAT | ACCOUNTING CLASSIFICATION | | | | ORDER | ACCOUNTING | OBLIGATED | |
| | | | | | | | | NUMBER | STATION | AMOUNT | |
| 0001AA | M13PC005M1 | AA | 1 | 97 | X4930AC9G | 6D | 2571 | S11116 | W52H09 | \$ | 11,200.00 |
| | 060015GGPB | | | | | | | | | | |
| | | | | | | | | | TOTAL | \$ | 11,200.00 |

| SERVICE | | | | | | ACCOUNTING | OBLIGATED |
|-------------|----------------------|----------------------------------|-----------|----|-------------|----------------|---------------|
| <u>NAME</u> | <u>TOTAL BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> | | | | <u>STATION</u> | <u>AMOUNT</u> |
| Army | AA | 97 | X4930AC9G | 6D | 2571 S11116 | W52H09 | \$ 11,200.00 |
| | | | | | | TOTAL | \$ 11,200.00 |

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| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 9 of 11 |
| | PIIN/SIIN DAAE20-03-P-0365MOD/AMD | |
| Name of Offeror or Contractor:SEILER INSTRUMENT AND MFG CO INC | | |

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

| | | | |
|----|-------------------------|--|----------|
| 10 | 252.247-7023 DFARS | TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III | MAY/2002 |
| 11 | 52.247-4545 TACOM-RI | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

| | | | |
|----|-----------|--|----------|
| 12 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| 13 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |

| CONTINUATION SHEET | Reference No. of Document Being Continued | | Page 10 of 11 |
|--------------------|---|---------|---------------|
| | PIIN/SIIN DAAE20-03-P-0365 | MOD/AMD | |

Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC

| | | | |
|----|--------------|--|----------|
| 14 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | MAY/1999 |
| 15 | 52.249-4 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM) | APR/1984 |
| 16 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| | DFARS | | |
| 17 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| | DFARS | | |
| 18 | 252.242-7000 | POSTAWARD CONFERENCE | DEC/1991 |
| | DFARS | | |
| 19 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| | DFARS | | |
| 20 | 52.213-4 | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) | APR/2003 |

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

www.acq.osd.mil/dp/dars

(IF8001)

| | | | |
|----|----------|---|----------|
| 21 | 52.215-8 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT | OCT/1997 |
|----|----------|---|----------|

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

| | | | |
|----|----------|----------------------------------|----------|
| 22 | 52.252-6 | AUTHORIZED DEVIATIONS IN CLAUSES | APR/1984 |
|----|----------|----------------------------------|----------|

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

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|---|---|---------|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | | Page 11 of 11 |
| | PIIN/SIIN DAAE20-03-P-0365 | MOD/AMD | |
| Name of Offeror or Contractor: SEILER INSTRUMENT AND MFG CO INC | | | |

LIST OF ATTACHMENTS

| List of Addenda | Title | Date | Number of Pages | Transmitted By |
|--------------------|---------------|------|--------------------|----------------|
| Attachment 001 | SCOPE OF WORK | | 001 | |